INVITATION TO BID

November 15, 2024

BID TITLE:	**FIRE STATION 1 GARAGE DOOR REPLACEMENT**
BID #:	**K00224**
BID OPENING DATE:	**December 6, 2024 at 2:00 p.m.**
SITE VISITS (NON-MANDATORY):	**By appointment only. Weekdays between November 18-25, 2024, between the hours of 8:00 a.m. – 2:30 p.m.**
BID BOND NEEDED:	**No**

The City of Staunton is seeking bids from qualified vendors to furnish all necessary labor, supervision, equipment, tools, parts, materials, supplies, and accessories to remove existing doors, furnish and completely install nine (9) commercial grade, roll-up garage doors, tracks, openers, and remote controls at Fire Station 1 for the City of Staunton.

Fire Station 1
500 N. Augusta Street
Staunton, VA 24401

Any questions regarding the specifications for this bid, or to arrange a time and date for a site visit should be directed to David Stokes, Street/Traffic Engineering Superintendent, at (540) 332-3892 or at stokescd@ci.staunton.va.us.

Non-mandatory site visits will be arranged by appointment on weekdays between November 18-25, 2024 for bidders to inspect the site. Questions, in writing via email, are due by no later than 4:00 p.m. November 25, 2024. Please quote lowest price and best delivery on items listed. Please advise what discount, if any, will be allowed for payment within a specified time. Terms and delivery date must be specified.

Right is reserved to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities, to negotiate contract terms and options with the successful low bidder, and to contract for the bid to other than the lowest bidder in the best interest of the City of Staunton to the extent allowable by law.

The City does not discriminate against small and minority businesses or faith-based organizations. All bids must be submitted in a sealed envelope plainly marked, **Bid No. "K00224–FIRE STATION 1 GARAGE DOOR REPLACEMENT"**, with the name and address of the bidder in the upper left-hand corner and accompanied by complete specifications for the items offered.

E-Mail and facsimile responses are not acceptable. No responsibility will attach to the City or any official or employee thereof for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified.

BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL BE REJECTED

BIDS MUST BE SEALED, MARKED, AND DELIVERED TO:

Mail To:	**Overnight To:**
City of Staunton Chad M. Horvat Finance Business Manager P.O. Box 58 Staunton, VA 24402-0058	City of Staunton Chad M. Horvat Finance Business Manager 116 W Beverley St., 3rd Floor Staunton, VA 24401 Phone: (540) 332-3819

1) SUBMISSION AND RECEIPT OF BIDS:

a) Bids, to receive consideration, must be received prior to the specified time and date of opening as designated in the invitation. E-mail and facsimile submittals are not acceptable.

b) Unless otherwise specified, bidders must use the bid form furnished by the City. Failure to do so may cause bid to be rejected. Removal of any part of the bid form may invalidate the bid.

c) All bids shall be either typewritten or filled in with ink in order to be considered. Also, all bids must be signed in ink in order to be considered.

2) Responses must include:

a) Full description of proposed replacement equipment

b) Insulation R-values for replacement doors

c) Detailed Warranty Coverage

d) Proposed schedule of delivery and installation

e) Equipment service schedule

3) NOTICE OF AWARD:

Award will be made once all bids are reviewed and the lowest responsible and responsive bidder is identified, and all the processes to complete an agreement are finalized. Notice of award will be posted at https://www.ci.staunton.va.us/departments/finance/procurement and on the eVA procurement site.

4) BID SCHEDULE

Bid Posted	November 15, 2024
Site Visits (Non-Mandatory)	By appointment only between November 18-25, 2024, 8:00 a.m. to 2:30p.m. Contact David Stokes to arrange time and date. stokescd@ci.staunton.va.us
Questions & Answers Due	November 25, 2024, 4:00 p.m.
Q&A Addenda Posted	November 26, 2024 by 5:00 p.m.
Bids Due & Bid Opening	December 6, 2024 at 2:00 p.m.

FIRE STATION 1 GARAGE DOORS
SPECIFICATIONS

1) The Contractor shall provide all necessary labor, supervision, equipment, tools, parts materials, supplies, and accessories necessary to remove existing doors, furnish and completely install nine (9) Hormann SG5000 C LP U 42, or equivalent.
2) Size, Type, and Finish: The doors shall be 12 feet wide by 12 feet high, commercial insulated garage doors, with custom powder coated finish. (White Interior and Exterior) and shall include operators and accessories.
3) Contractor shall be responsible for all measurements to ensure a full turn-key installation of all doors, parts, accessories, and equipment.
4) Door Curtain Panels:
    - Product Door Panels to consist of heavy-duty materials, designed to withstand wind loading indicated, 120 MPH/Hurricane class 3 in hurricane model, in a continuous length for width of each door opening (without splices).
5) Insulated Panel(s):
    - Interlocking flat-faced insulated steel panels, with neoprene rubber thermal break at panel joints (tops).
6) (Standard Finish) Finish:
    - Factory powder coat painted
    - Color: White Aluminum,
7) The galvanized, double-skinned 1-5/8" thick (42 mm) x 10" high (254 mm) slats shall be insulated with an R-50 insulation rating or better for a high level of thermal insulation and strength.
8) Each door shall have two (2) Tinted Vision slats per door.
9) Electrical Requirements: Per NEC Code
10) 5HP Variable speed motor capable of gradual acceleration and braking
11) Hood (Motor and Top Assembly Enclosure):
    - Form to entirely enclose coiled curtain panels and operating mechanism at door opening head and acting as entrapment protection and/or dust guard/ weather stop (exterior).
    - Fabricate Hoods of hot-dipped galvanized G90 (0.9 oz./ft2) steel sheet. Coordinate finishes, including non-standard paint color selections for the Hood with other door component finishes.
12) Self- Monitored Electrical safety edge (meets entrapment protection of UL325 effective 8/29/2010)

    a) External receiver with a 1 button remote for activation or equivalent.

CITY OF STAUNTON

BID FORM

Item	Total Price
All necessary labor, supervision, equipment, tools, parts, materials, supplies, and accessories to remove existing doors, and then furnish and completely install nine (9) commercial grade, roll-up garage doors, tracks, openers, and remote controls for turn-key replacement of the current doors at Fire Station 1.	**$___________**

PER ATTACHED SPECIFICATIONS

OFFER

To Purchasing Department:

In compliance with the bid information, the undersigned offers and agrees, if this offer is accepted within _________ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from ______________ via ______________ within __________ days after receipt of order.

FOB: ____________________ TERMS: ________________________________

BIDDER/COMPANY NAME: ________________________________

BY: ________________________________

TYPED NAME OF BIDDER: ________________________________

STREET ADDRESS: ________________________________

CITY, STATE, ZIP: ________________________________

FEDERAL ID NUMBER: ________________ VA SCC NUMBER: ______________

E-MAIL ADDRESS: ________________________________

DATE: ________________________________

PHONE: ________________ FAX: ______________________

PROCUREMENT GUIDELINES

1. SUBMISSION AND RECEIPT OF BIDS:

1.1. Bids, to receive consideration, must be received prior to the specified time and date of opening as designated in the invitation. E-mail and facsimile submittals are not acceptable.

1.2. Unless otherwise specified, bidders must use the bid form furnished by the City. Failure to do so may cause bid to be rejected. Removal of any part of the bid form may invalidate the bid.

2. BID SPECIFICATIONS

2.1. Bidders must indicate any variances from our specification and/or conditions, NO MATTER HOW SLIGHT. If variations are not stated in the bid, it will be assumed that the product or service fully complies with our specifications. The Purchasing Department is not responsible for locating or securing any information which is not included in the bid. Accordingly, to insure that sufficient information is available, the bidder must furnish as part of his bid all descriptive material, (i.e., Catalog Cuts, illustrations, drawings, specifications, or other information) necessary for the Purchasing Department to determine whether the goods or services offered meet the salient characteristic requirements of the bid.

3. BRAND NAMES

3.1. Unless otherwise provided in the invitation for bid, the name of a certain brand, make, or manufacturer does not restrict bidders to the specific brand, make, or manufacture mentioned; it conveys the general style, type, character, and quality of the equipment desired. The City shall determine in its sole discretion equipment bid to be equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

4. DELIVERY POINT:

4.1. All items shall be delivered F.O.B. destination, and delivery costs and charges included in the bid price. Failure to do so may be cause for rejection of bid. The bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).

5. CASH DISCOUNTS:

5.1. Cash discounts will be considered in determining the award.

6. LATEST MODEL/QUALITY

6.1. Bidder shall bid on the latest model, design, etc. of this type of equipment by the manufacturer of which he represents. Equipment shall be new and unused.

7. NOTICE OF AWARD

7.1. Notice of award will be posted at http://www.staunton.va.us/solicitation-results

8. CHARGES AND PAYMENTS

8.1. To Prime Contractor:

8.1.1. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number.

8.1.2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after satisfactory invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

8.1.3. All goods or services provided under the contract, which are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

8.1.4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

8.1.5. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City of Staunton shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve City of Staunton of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

8.2. Payment to Subcontractors:

8.2.1. An offeror awarded a contract under this solicitation is hereby obligated:

8.2.1.1. To pay the subcontractor(s) within thirty (30) days of the offeror's receipt of payment from the City of Staunton for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

8.2.1.2. To notify the agency and the subcontractor(s), in writing, of the offeror's intention to withhold payment and the reason.

8.2.2. The offeror is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the offeror that remain unpaid thirty (30) days following receipt of payment from the City of Staunton, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. An offeror's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City of Staunton.

9. AUDIT

9.1. The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the City, whichever is sooner. The City, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

10. TESTING AND INSPECTION

10.1. The City of Staunton reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

11. ASSIGNMENT OF CONTRACT

11.1. A contract shall not be assignable by the offeror in whole or in part without the written consent of the City of Staunton.

12. DEFAULT

12.1. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City of Staunton, after due oral or written notice, may procure them from other sources and hold the offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City of Staunton may have.

13. TAXES

13.1. Sales to the City of Staunton are exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, as the City of Staunton determines appropriate. Any deliveries under this contract shall be free of Federal excise and transportation taxes.

14. INDEMNIFICATION

14.1. The Offeror agrees to indemnify, defend, and hold harmless the City of Staunton and it's Council members, officers, directors, agents and employees against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorney fees) arising out of, or resulting from any and all injuries to persons or damage to property or intellectual infringement claim arising out of services performed hereunder or by reason of the intentional or negligent acts or omissions of the Offeror, its employees, agents or sub-contractors, including any independent contractors. The provisions of this section of shall survive the completion, terminations or expiration of the contract.

15. LIABILITY AND LITIGATION

15.1. The City shall not indemnify or hold harmless any contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The City does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The City shall not be liable to contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

16. COPYRIGHTS

16.1. The Offeror hired pursuant to this contract is prohibited from copyrighting any papers, interim reports, forms, or other materials resulting from performance under this agreement, without the written permission of the Purchasing Agency. Data and their analysis, forms, and images gathered or developed during fulfillment of this contract may be used by the Offeror in subsequent copyrighted publications, provided the copyrights do not in any way restrict or limit the Purchasing Agency's ownership, use, or distribution of said information, forms, or images.

17. AWARDING THE CONTRACT

17.1. The award of a contract shall be determined in the sole discretion of the City based upon evaluation of all information as the City may request. The City reserves the right to waive any informality in bids submitted in response to this Invitation to Bid when such waiver is in the best interest of the City.

17.2. The City of Staunton shall endeavor to award the contract within thirty (30) days from receipt of bids. Notice of award will be posted on the City Web Site at http://www.staunton.va.us/solicitation-results

18. PUBLIC INSPECTION OF PROCUREMENT RECORDS

18.1. Bids submitted shall be subject to public inspection only in accordance with Section 2.2-4342 of the Code of Virginia, which reads, in essence, as follows:

18.2. Public inspection of certain records:

18.2.1. Except as provided in this section, all proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.

18.2.2. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

18.2.3. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the evaluation and negotiations of bids are completed but prior to award, except in the event that the City decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract.

18.2.4. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

18.2.5. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or contractor shall

18.2.5.1. invoke the protections of this section prior to or upon submission of the data or other materials,

18.2.5.2. identify the data or other materials to be protected, and

18.2.5.3. state the reasons why protection is necessary.

18.2.5.4. Bidder may not invoke this protection on the entire bid – only on those sections or data which are considered trade secrets or proprietary.

19. ETHICS IN PUBLIC CONTRACTING

19.1. By submitting their bid, all offerors certify that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or sub-contractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

20. FORUM SELECTION

20.1. This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without reference to conflict of laws principles or rules of construction. Any action, proceeding, or claim in any way related to this agreement or the relationship between the parties shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.

21. PROMPT PAYMENT ACT

21.1. Any contract awarded as a result of this Invitation to Bid shall incorporate the terms and conditions of Article 4 of the Virginia Public Procurement Act with respect to Prompt Payment.

22. REJECTION OF BIDS

22.1. The City reserves the right, at any time prior to award of the contract, to reject any and all bids, or any part thereof, to make no award, and/or to issue a new Invitation to Bid, or make modifications, corrections of additions to the information contained herein.

22.2. Offerors are cautioned this is an Invitation to Bid, NOT a request to contract.

23. COSTS FOR BID PREPARATION

23.1. Any costs incurred by offerors in preparing or submitting bids are the offeror's sole responsibility; the City will not reimburse any offeror for any costs incurred as a result of the preparation of this Invitation to Bid.

24. APPROPRIATIONS

24.1. The obligations of the City of Staunton are subject to and contingent upon annual appropriation by City Council of sufficient funds for the purposes of this contract. In the absence of such annual appropriation, either the City of Staunton or offeror may terminate the contract by giving not less than ten (10) days prior notice to the other, specifying this reason for the termination, and upon effective termination pursuant to this provision, any compensation due shall be equitably adjusted by mutual agreement.

25. ADDITIONAL FEDERAL GRANT PROVISIONS

25.1. The following provisions apply to a contract made under a federal grant: Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

26. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

26.1. Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC).

26.2. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: http://www.scc.virginia.gov/.

27. ANTITRUST

27.1. By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.

28. QUALIFICATIONS OF (BIDDERS/OFFERORS)

28.1. The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect (bidder’s/offeror’s) physical facilities prior to award to satisfy questions regarding the (bidder’s/offeror’s) capabilities.

28.2. The City further reserves the right to reject any (bid/ proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

29. CANCELLATION OF THE CONTRACT

29.1. The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the contractor. In the event of such termination the contractor shall be compensated for services and work performed prior to termination.

30. AVAILABILITY OF FUNDS

30.1. Agreements are made subject to the appropriation of funds by the Staunton City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

31. SELECTION PROCESS/AWARD

31.1. Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offerors.

32. SAFETY AND OSHA STANDARDS

32.1. All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

33. MODIFICATION & WITHDRAWAL OF BID

33.1. An offeror may modify or withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids. After bid opening, Code of Virginia 2.2-4330 B. 1. shall apply: "The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice."

34. CONTRACT TERM

34.1. The Offeror whose Bid is found to be the most advantageous to the City will be offered the opportunity to enter into an Agreement with the City. The scope, terms, and conditions of that Agreement shall be in substantial conformance with the terms, conditions, and specifications described in this Invitation to Bid.

34.2. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner the obligations agreed to, the City shall have the right to terminate the contract by specifying the date of termination in a written notice to the contractor at least thirty (30) days prior to the termination date. The City may terminate this contract without cause in the event funds are not appropriated the City of Staunton.

34.3. Part of the consideration will be the capability of the Offeror to immediately begin work and meet the proposed timetable above.

34.4. The City reserves the right to negotiate the Agreement, to include any portion or portions of the services covered by this Invitation to Bid, and to reject any and all bids in total or by components.

34.5. The contractor shall not assign or transfer any interest in the contract without prior written consent of the City.

35. COMPENSATION AND RECORD KEEPING

35.1. The Offeror selected will be paid on a percentage of progress completed basis, as provided for in the contract or lump sum at completion or project. The contract will be written on a "unit price" basis. Records are to be kept by the Offeror in such detail as to properly reflect all direct or indirect costs of labor and material for which payment will be claimed.

36. PAYMENT

36.1. Appropriate personnel will make payment for all completed work only after final approval and acceptability of the work completed.

37. BID BOND

37.1. When specified, each bid shall be accompanied by a bid bond with surety satisfactory to the City or a cashier's or certified check, made payable to the Treasurer, City of Staunton, in an amount equal to 5 percent of the total bid price. In the event of default by the bidder the 5 percent deposit shall represent liquidated damages to the City.

38. PERFORMANCE AND PAYMENT BONDS

38.1. Successful contractor agrees to provide a performance bond and a payment bond for any contract signed which exceeds $500,000.

39. BID ADDENDA

39.1. Prior to submitting their bid, it is the bidder's responsibility to check the City web-site for any addenda associated with this Invitation for Bid.

40. INSURANCE REQUIREMENTS

40.1. Insurance shall be in amounts not less than $2,000,000, $1,000,000, and $1,000,000 respectively or such other insurance as is satisfactory and may be approved by the City. Insurance shall be written by companies licensed to do business in the Commonwealth of Virginia and shall list the City of Staunton as an additional insured.

41. CONTRACT TERMINATION

41.1. This contract will not be awarded to any vendor who has had a previous contract with the City of Staunton terminated for substantial non-compliance within the last three (3) years.

42. DEBARMENT STATUS

42.1. By submitting their bids/proposals, all bidders or offerors certify that they are not currently debarred from submitting bids or proposals on contracts by any public body of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any public body of the Commonwealth of Virginia.

43. CONTRACTOR UNDERSTANDING

43.1. It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and locations of the work, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions and all other mattes which in any way effect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the City either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

44. DRUG-FREE WORKPLACE

44.1. During the performance of this contract, the contractor agrees to:

44.1.1. provide a drug-free workplace for the contractor's employees;

44.1.2. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

44.1.3. state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and

44.1.4. include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

45. NON-DISCRIMINATION

45.1. During the performance of this contract, the contractor agrees as follows:

45.1.1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and the applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

45.1.2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

45.1.3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

45.1.4. The contractor will include the provisions of the foregoing paragraphs 44.1.1, 44.1.2, 44.1.3 in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

46. PERMITS AND LICENSES

46.1. Any required City permits must be obtained by the contractor at the contractor's sole expense. The successful contractor must obtain at his/her own expense, the required business license from the City of Staunton, Commissioner of Revenue's Office prior to beginning work. All equipment and/or installation must meet all applicable local, State, and Federal codes.

47. NEGOTIATION WITH SUCCESSFUL BIDDER

47.1. Should the lowest bid for Base Bid exceed the City's budget, the City may proceed with negotiations with the lowest bidder for the Base Bid in accordance with section 2.2-4318 of the Code of Virginia to obtain a contract price within the funds available to the City. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the City for this contract (including all grant funding) prior to issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and Scope of Work/Specifications to be performed. The City shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the City wishes to negotiate a lower contract price. The times, places, and manner of negotiations shall be agreed to by the City and the lowest responsive bidder

47.2. The City reserves the right to negotiate contract terms with the successful offeror for items/services other than those specifically stated in this IFB in the best interest of the City and agreed to by the contractor, in accordance with § 2.2-4318 of the Code of Virginia. Additional work of reasonable scale shall be priced consistent with bid to allow for additions and future expansions.

48. COOPERATIVE PROCUREMENT

48.1. This procurement is being conducted on behalf of other public bodies, in accordance with § 2.2-4304 (A) of the Code of Virginia. If authorized by the bidder, the resultant contract may be extended to any public body in the Commonwealth of Virginia in accordance with contract terms.

49. IMMIGRATION REFORM AND CONTROL ACT OF 1986

49.1. During the performance of this contract, contractor agrees that they will not, and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986. (per 2.2-4311.1)

50. CERTIFICATION OF INTEREST & RELATIONSHIPS

50.1. The extent that either Contractor or any of Contractor's officers, directors, or executive employees, maintains a financial or familial relationship with any person acting for, or employed by, the City of Staunton, Staunton City Council, School Board or Staunton Public Schools, Contractor shall reveal such relationships. In accordance with this paragraph, Contractor shall execute the certification attached hereto and submit the certification contemporaneously with the executed Contract.

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by *41 U.S.C. 1908*, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.

   a. **Termination for Convenience**. Contract may be terminated by the City due to reasons known to COS, i.e., program changes, changes in state-of-the art equipment or technology, insufficient funding, etc. Termination is utilized when the contractor is not in violation of the contract terms and conditions.

   b. **Termination for Cause**. Contract is terminated due to actions by the contractor, i.e., failure to perform, financial difficulty, slipped schedules, etc. In certain instances, termination settlement may include re-procurement costs to be paid by the contractor.

3. Equal Employment Opportunity. Except as otherwise provided under *41 CFR Part 60*, all contracts that meet the definition of "federally assisted construction contract" in *41 CFR Part 60-1.3* must include the equal opportunity clause provided under *41 CFR 60-1.4(b)*, in accordance with Executive Order 11246, "Equal Employment Opportunity" (*30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339*), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at *41 CFR part 60*, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

4. Davis-Bacon Act, as amended (*40 U.S.C. 3141-3148*). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (*40 U.S.C. 3141-3144, and 3146-3148*) as supplemented by Department of Labor regulations (*29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"*). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The

non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (*40 U.S.C. 3145*), as supplemented by Department of Labor regulations (*29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"*). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (*40 U.S.C. 3701-3708*). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and *3704*, as supplemented by Department of Labor regulations (*29 CFR Part 5*). Under *40 U.S.C. 3702* of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of *40 U.S.C. 3704* are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under *37 CFR § 401.2 (a)* and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of *37 CFR Part 401*, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act *(42 U.S.C. 7401-7675*) and the Federal Water Pollution Control Act (*33 U.S.C. 1251-1388*), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (*42 U.S.C. 7401-7675*) and the Federal Water Pollution Control Act as amended (*33 U.S.C. 1251-1388*). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (*see 2 CFR 180.220*) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at *2 CFR 180* that implement Executive Orders 12549 (*3 CFR part 1986 Comp., p. 189*) and 12689 (*3 CFR part 1989 Comp., p. 235*), "Debarment and Suspension." SAM Exclusions

contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment (*31 U.S.C. 1352*) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by *31 U.S.C. 1352*. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. §200-323Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at *40 CFR part 247* that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. To the extent that a procurement award or transaction for goods or services under this purchase order or other contract is funded with federal funds under American Rescue Plan Act (ARPA), the successful bidder or proposer or awardee must comply with the federal domestic preference for procurements requirements of the federal regulations prescribed in Section 200.322 of Title 2 of the Code of Federal Regulations (CFR). The successful bidder or proposer or awardee certifies that any contracts, as well as any subcontracts, shall include this requirement, which mandates that to the greatest extent practicable there shall be a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Definition of the terms "produced in the United States" and "manufactured products" may be found in the CFRS at: Electronic Code of Federal Regulations (eCFR) or successor url. And to the extent not in compliance with such requirements, the successful bidder or proposer or awardee shall indemnify, defend and hold harmless the City of Staunton, to the fullest extent permitted by law

12. § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

    a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

        1. Procure or obtain;

2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
   - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
   - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
   - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c. See Public Law 115-232, section 889 for additional information.

d. See also § 200.471.